

# **US GOVERNMENT CAR RENTAL AGREEMENT NUMBER 2**



**Includes the following:**

<b>AMENDMENT</b>	<b>Effective Date</b>
1	September 9, 1996
2	September 29, 1997
3	November 29, 1998
4	October 1, 1999
5	September 1, 2000
6	November 1, 2001

**MANAGED BY HEADQUARTERS, MILITARY  
TRAFFIC MANAGEMENT COMMAND  
Hoffman II Building  
200 Stovall Street  
Alexandria, VA 22332-5000**

**Agreement effective date: 26 February 1996**

**U. S. GOVERNMENT CAR RENTAL AGREEMENT**

## **TABLE OF CONTENTS**

<b><u>Item Topic</u></b>	<b><u>Page</u></b>
Signature Page.....	i
Rates.....	1
Participating Locations.....	2
Rental Offices.....	3
Rental Vehicle and Agreement Procedures.....	3
Reservation Center.....	3
Employee Identification and Payment.....	3
Authorized Drivers.....	4
Insurance and Damage Liability.....	4
Loss of or Damage To Vehicle.....	5
Vehicles.....	6
Accidents or Repairs.....	6
Non-use.....	7
Reports.....	7
Quality Control.....	7
Quality Programs.....	7
Termination of Agreement/Rental Location.....	8
Non-U.S. Based Companies.....	8

**U. S. GOVERNMENT CAR RENTAL AGREEMENT**

**TABLE OF CONTENTS cont.**

**Attachments**

Attachment A - Rates.....	9
Attachment B - One Way Rentals & International Rates.....	11
Attachment C - Participating Locations.....	12
Attachment D - Reservation Toll Free Number & Quality Control Representatives.....	13
Attachment E - Rental Revenue Form.....	14

## **U. S. GOVERNMENT CAR RENTAL AGREEMENT**

### **NUMBER 2**

---

(Name of Company)

The undersigned, an officer of the above named rental car company, agrees the terms and conditions of this Agreement will govern the rental of cars and passenger vans by employees of the Federal Government authorized to rent vehicles at Government expense.

This Agreement is made with the understanding that the Military Traffic Management Command is under no obligation to ensure business is directed to the Company. It shall be effective on the date signed by the Military Traffic Management Command official and shall remain in effect until terminated by either party upon 60 days advance written notice.

---

(Signature)

---

(Date)

---

(Type Name and Title of Company President/Official)

### **MILITARY TRAFFIC MANAGEMENT COMMAND ACKNOWLEDGMENT AND ACCEPTANCE**

---

(Signature)

---

(Title)

---

(Date Approved)

## U.S. GOVERNMENT CAR RENTAL AGREEMENT

1. This basic agreement, hereinafter referred to as the "Agreement", between the Military Traffic Management Command (MTMC) and

\_\_\_\_\_,  
(Company name)  
governs the rental of cars and passenger vans by employees of the Federal Government when such rental is authorized by the Government.

\_\_\_\_\_  
Initials of Company President/Official

\_\_\_\_\_  
(Company name)  
hereinafter referred to as the "Company," agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Company rental document that the Government employee signs when renting a vehicle.

\_\_\_\_\_  
Initials of Company President/Official

The agreement is not intended for use in conjunction with any other commercial, special, promotional government, affinity or discounted rental programs. In addition, Government agencies using other programs in connection with the agreement must obtain prior permission from MTMC and companies party to the agreement.

2. **Rates** The daily, weekly, and monthly rates offered to Government employees in the US including Alaska, Hawaii, the US possessions and territories are set forth in Attachment A. The Company may offer lower rates; however, no rate shall exceed the maximum rates in Attachment A, and must be without penalty restrictions. Rates and drop charges for one-way rentals in the Continental US and rates for international locations are set forth in Attachment B. All rates offered must include unlimited mileage, with the exception of one-way rentals. The Company has the option of charging mileage costs for one-way rentals and listing those charges in Attachment B. The rates offered must be all inclusive except that the Company may itemize on the rental contract, state and local government fees and taxes that cannot be included in the rate, and are applied to all rentals at that location. These additional charges must be listed in the airline Computer Reservation Systems (CRS). The Company is required to substantiate the charges and taxes upon request of the renter or MTMC.

In countries where the cost of collision damage waiver (CDW) cannot be included in the rate shown on the rental contract, rental car companies can show a separate cost for insurance and rental rate. However, the CDW cost and rental rates must equal the maximum rates filed with MTMC in Attachment B. Moreover, in countries where theft insurance is a mandatory charge, those charges can be shown separately from the rental rate and CDW charges.

Rates quoted in Attachment A will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Company provides a vehicle or rate not included in Attachment A, as in the case when a reserved vehicle is not available at time of pick-up or when a vehicle or rate change occurs and is not at the request of the renter, the terms and conditions of this Agreement will nevertheless apply.

Submitted rates will be entered into the Government rate displays of airline CRS by the Company. Proposed changes to rates in Attachment A must be submitted on company letterhead 30 days in advance to the following address:

Department of the Army  
Headquarters, Military Traffic Management Command  
ATTN: **MTTP-AS**  
Hoffman II Building  
200 Stovall Street  
Alexandria, VA 22332-5000

Rate decreases may take effect immediately. Individual locations may lower rates, or raise their rental rates to the approved amounts listed in Attachment A, without prior MTMC approval. Daily, weekly and monthly rates must be quoted in whole dollar amounts for U.S. locations, and in local currency for international locations. In addition, weekly rental rates listed in Attachment A **shall not exceed 6 times the company's maximum MTMC approved daily rates.** For companies offering split rates (for example, lower weekend rates), post the higher rate in the Computer Reservation System display with a notation to check for available lower rates on some rentals.

**3. Participating Locations.** The Company will identify all participating locations in Attachment C, and list these locations, with hours of operation, in the CRS. The Company will also provide a list of participating locations to MTMC (Attachment C), not less than once a year.

a. **Off-Terminal Locations.** Off-terminal locations must be accessible by timely and clearly marked shuttle bus service or other such service, from clearly defined locations in the airport. Rental offices entered in a CRS as "Off-Terminal" must be in the close vicinity of the airport. Elapsed time to the rental office will not exceed 25 minutes from the time the traveler requested pick up service.

b. **City and Suburban Locations.** These locations participating in the MTMC program will comply with the provisions of this Agreement, with the exception of providing pick up and delivery services to and from airports. Also included are participating car rental companies located at Army and Air Force Exchange Service centers on military installations and Navy Exchange Concessionaires.

4. **Rental Offices.** The rental offices and/or in-terminal counters will be in a permanent structure, well lighted, and clearly identified as the rental Company with whom the reservation was made. Decor and furnishings will be appropriate for business travelers.

5. **Rental Vehicle and Agreement Procedures.** The vehicle to be rented will be ready for dispatch and to the extent possible the rental contract complete and ready to sign when the renter arrives at the rental location. The renter will be furnished a copy of the Company rental contract and will not be bound by any stipulation therein which is inconsistent with this Agreement.

In instances when no vehicles are available at time of pick-up and the renter has a reservation, the rental location will make arrangements to provide a vehicle through another location participating in the rental Agreement.

6. **Reservation Center.** Reservation Agents receiving telephone requests will quote current rates, verify participating locations and their hours of operation, and will advise renters of vehicle pick up and drop off locations. Reservations may be made by telephone or through airline Computer Reservation Systems (CRS). Rental rates confirmed by the company will be guaranteed and honored for 60 days from the time of reservation. Repeated Company failure to honor reservations will be grounds for placing individual locations in nonuse until satisfactory remedial measures are effected. If the size/class car reserved is not available, the Company will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and the local rental location telephone number will be provided at the time a reservation is made. The toll free number for reservations is shown in Attachment D. In addition a confirmed reservation will be held for a minimum of 2 normal business hours after renters' scheduled flight arrival time, or after scheduled pick up time where flight time is not known.

7. **Employee Identification and Payment.** An employee's official travel status is authenticated when a Travel Order, authorization or Government charge card is presented when picking up the rental vehicle. The following vendors issue official U.S. Government Visa and MasterCard charge cards for official use: *Citibank, First National Bank of Chicago, Bank of America, and US Bank*. Official government Visa credit cards are identified by the prefix number 4486; the official government MasterCard cards began with 5568. Prior reservations are recommended but not required. Employees may pay for rentals using cash, personal check, or

credit card. However, when renters use their official Government card as identification of official travel status, the cost of the rental will be charged to that card. Acceptance of a Government charge card is mandatory for rentals under this agreement. For employees without a Government charge card or personal credit card, cash deposits up to the estimated amount of rental charges may be required. This amount will be based on the lesser of the daily, weekly or monthly rate plus any applicable sales tax. Any refund due will be paid in cash or check as soon as possible after return of the vehicle. Precharging charge cards with the estimated amount of the rental and making adjustments when the car is returned is strictly prohibited. Precharging charge card accounts are grounds for placing a company in immediate non-use. Rental vehicle charges may be applied to government managed Centrally billed Accounts; however, this procedure requires prior coordination between the account manager and the rental car company.

**8. Authorized Drivers.** Persons authorized to operate vehicles rented under this Agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow employees while acting within the scope of their employment duties. Government employees who are age 18 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official business. Company locations will be apprised of the fact that, in many states, the driver's license issued to military personnel does not expire as long as the individual remains in military service, as so stated on the license, and such licenses will be accepted regardless of the date of issuance or expiration.

**Driver Records Checks:** Random drivers' record checks are permissible under the US Government Car Rental Program and are at the expense of the Company. Government renters are not required to complete driving history questionnaires unless questionnaire completion is required by all renters at that location or required by local ruling. Government renters with a history of driving under the influence of intoxicants or prohibited drugs, or charged with driving on a suspended license may be refused a rental vehicle.

**9. Insurance and Damage Liability.** Government renters will not be subject to any fee for loss or CDW, and in case of an accident, will not be responsible for loss or damage to the vehicle except as stated below in paragraph 9.b, or where Non-Waivable Excess Fees (NWEF) charges are mandatory. NWEF's are only applicable for accidents with rentals occurring outside of the United States, its' possessions and territories. Charges for incidents such as cracked windshields, scratches, and similar minor occurrences or events are not reimbursable as a NWEF charge. Personal accident insurance, personal effects coverage, or other optional coverage may be offered to the renter but is not a prerequisite for renting a vehicle.

a. Notwithstanding the provisions of any Company rental vehicle agreement executed by the Government employee, the Company will maintain in force, at its sole cost, insurance coverage, or a duly qualified self insurance program, which will protect the United States Government and its employees against liability for personal injury, death, and property damage arising from the use of the vehicle. The personal injury/wrongful death limits will be at

least \$100,000 for each person for each accident or event, \$300,000 for all persons in each such accident or event, and property damage limits of \$25,000 for each such occurrence. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less



favorable to the Government and its employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental.

Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance available to the Government, renter, or additional authorized driver. Proof of such insurance or self-insurance will be provided to MTMC at time of application and upon written request. Proof of insurance can be in writing on company letterhead or on the ACORD form. Failure to maintain this required insurance or self-insurance will be grounds for immediate termination of this Agreement.

In countries where charging the NWEF is mandatory, the NWEF will be treated as a deductible charge to the Government. The charges are not to exceed \$500.00, or the deductible amount in the car rental contract, if less. In addition, when the Government traveler is not at fault in an accident, the Government will be indemnified by the car rental company when charges are recouped from the liable party.

b. **Loss of or Damage to Vehicle.** Notwithstanding the provisions of any Company vehicle rental agreement executed by the Government renter, the Company hereby assumes and shall bear the entire risk of loss of or damage to the rented vehicles (including costs of towing, administrative costs, loss of use, and replacements), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, tire damage, falling objects, overhead damage, glass breakage, strike, civil commotion, theft and mysterious disappearance, except where the loss or damage is caused by one or more of the following:

(1) **An accident due to negligence on the part of a government driver where there is credible evidence of such negligence, such as a police report citing the driver for a traffic violation.**

(2) Obtaining the vehicle through fraud or misrepresentation.

(3) Operation of the vehicle by a driver who is under the influence of intoxicants or any prohibited drugs.

(4) Use of the vehicle for any illegal purpose.

(5) Use of the vehicle in pushing or towing another vehicle.

- (6) Use or permitting the vehicle to carry passengers or property for hire.
- (7) Operation of the vehicle in live artillery fire exercises, or used in training for tactical maneuvers.
- (8) Operation of the vehicle in a test, race or contest.
- (9) Operation of the vehicle by a person other than an authorized driver (See Par. 8).
- (10) Operation across international boundaries unless specifically authorized at the time of rental.
- (11) In the event vehicle is stolen and renter cannot produce vehicle keys, unless filed Police report indicates keys were stolen through theft or robbery.
- (12) Operation of the vehicle off paved, graded, state or professionally maintained roads, or driveways, except when the Company has agreed to this in writing beforehand.

**NOTE: The above exceptions are not valid where prohibited by state law.**

c. **Billing for Damages.** When loss or damage is due to an exception stated above, the Company will submit its bills directly to the renter agency, and not to the employee. If the agency denies liability on the basis that the renter was not operating the vehicle within scope of employment at the time of the loss, the Company may handle the matter directly with the renter. Claims for damage to a vehicle will not include amounts for loss of use.

**10. Vehicles.** Rental vehicles will be properly licensed, clean and maintained and meet state and local safety standards, in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. The vehicles will contain a full tank of gas at the time of pick up. Renter is expected to return the vehicle with a full ("F") tank of gas or renter will pay for refueling by the Company, unless refueling was arranged at time of pickup.

**11. Accidents or Repairs.** The Company will notify renters that in the event of an accident or if repairs become necessary, the renter should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. **The renter will notify the company of any accident and obtain a police report for the company if one is available, and will fill out a company accident report when requested to do so.** The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

**12. Non-use.** Full compliance with the terms of this Agreement is required of the Company and its participating locations. Any deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as MTMC determines that proper remedial measures have been effected. Serious violations on a system-wide basis may justify disqualification of the Company from further Government business. Such disqualification will be considered under provisions of MTMC Regulation 15-1, Procedures for Disqualifying and Placing Carriers in Non-use. If the Company is disqualified, this Agreement will be immediately terminated.

**13. Reports.** A quarterly report (Attachment E) of rental revenue for official government rentals must be submitted to MTMC, no later than 45 days after the close of the fiscal year quarter, to the following address:

Department of the Army  
Headquarters, Military Traffic Management Command  
ATTN: **MTTP-AS**  
Hoffman II Building  
200 Stovall Street  
Alexandria, VA 22332-5000

The company will report by rental location, the total number of vehicle rentals, number of each size/class cars rented, total revenue from Government employee rentals, average number of days per rental, and average number of miles/kilometers driven per day per rental. Failure to provide official rental information on a quarterly basis may result in company being placed in administrative non-use until requested rental information is received.

**14. Quality Control.**

a. The company will appoint a representative to be contacted with regard to billing problems and complaints. This representative is identified in Attachment D.

b. Headquarters MTMC, as director of the Federal Rental Car Program, will direct matters of serious concerns to appropriate Company headquarters personnel.

**15. Quality Programs.** Companies making application to the U.S. Government Rental Car Agreement must present a brief statement or program outline of the company's Quality Control program. Information must include the standards of service and how the company intends to maintain those standards to provide quality rental service and safety under the U.S. Government Rental Car Agreement.

**16. Termination of Agreement/Rental Location.** The company may terminate the participation of a location upon 30 days prior written notice to MTMC. All terms and conditions of the Agreement will be honored by that location through the date of termination.

This Agreement will remain in effect until terminated by either party upon 60 days advance written notice. In addition, MTMC will monitor the Agreement and make applicable changes when needed.

**17. Non-U.S. Based Companies.** Companies based outside of the U.S. and its possessions participating in the U.S. Government Car Rental Agreement must abide by the same terms as U.S. based companies, including insurance coverage and quality service programs for government renters. All non-US based Companies must have an English speaking representative, and all written communication must be in English to include rental documents and quarterly government rental revenue reports.

## U. S. GOVERNMENT CAR RENTAL AGREEMENT

### ATTACHMENT A

#### RATES

<u>CAR CLASS*</u>	<u>DAILY</u>	<u>WEEKLY</u> (see Item 1)	<u>MONTHLY(4x weekly rate)</u> (if rate is other, leave blank)
-------------------	--------------	-------------------------------	---

Economy

Compact

Mid-Size

Full-Size

Station Wagon\*\*

Van\*\*

Other (Specify)

1. Are the above quoted rates available to Federal Government employees on personal/leisure travel? Yes\_\_\_\_ No \_\_\_\_

2. Are the above quoted rates available to Cost Reimbursable Contractors? Yes\_\_\_\_ No \_\_\_\_

\*Per EPA Standards

\*\*Specify Passenger Size

## U.S. GOVERNMENT CAR RENTAL AGREEMENT

### ATTACHMENT A (contd.)

3. Authorized Users. Are the above quoted rates and all other terms of the Agreement applicable to the following users:

a. North Atlantic Treaty Organization officers & employees? Yes\_\_\_\_ No \_\_\_\_

b. Federally Created Corporations? Yes\_\_\_\_ No \_\_\_\_  
(corporation created by congress to perform government projects)

4. New York City Rates. The above rates DO/DO NOT apply to New York City Area, during weekends. (Weekends are usually defined as Friday 12:01 AM to Sunday 1:00 PM.)

5. Higher rates may be quoted for the below listed locations, and for such additional locations as may be subsequently mutually agreed to:

- a. Boston, MA
- b. Chicago, IL
- c. New York, NY & Newark, NJ
- d. Washington, DC & Baltimore, MD

**ATTACHMENT B**

**ONE WAY RENTAL AND INTERNATIONAL RATES**

### B. International rental rates:

**U. S. GOVERNMENT CAR RENTAL AGREEMENT**

**ATTACHMENT C**

**PARTICIPATING LOCATIONS**

Participating locations are:



**U. S. GOVERNMENT CAR RENTAL AGREEMENT**

**ATTACHMENT D**

**RESERVATION TOLL FREE NUMBER**  
**AND**  
**QUALITY CONTROL REPRESENTATIVE**

1. The toll free telephone number for reservations is \_\_\_\_\_.
2. The name, address and telephone number of the Company representatives to be contacted with regard to billing problems and/or complaints is:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

# **U.S. GOVERNMENT CAR RENTAL AGREEMENT**

## **ATTACHMENT E**

### **CAR RENTAL REPORTING INSTRUCTIONS**

#### **Management Information Reporting**

The following reporting media are currently acceptable:

- a. Hard copy of company's quarterly report with all information provided above.
- b. Diskette with the following specifications: High- or low-density diskettes;  
3 1/2-inch or 5 1/4-inch size; standard ASCII.

(1) Use the following convention for naming the file: File name shall be RENTAL; the file name extension shall be the three-letter abbreviation for the data month being reported.

EXAMPLE: RENTAL.APR (Rental information for the month of April)

- (2) External label on diskette will indicate: RENTAL  
Data month  
Fiscal year

<b><u>POSITION</u></b>	<b><u>DATA ELEMENT/DESCRIPTION</u></b>
1-25	<b><u>RENTING CITY</u></b> Enter city name of rental location.
26-27	<b><u>RENTING STATE</u></b> Enter the two-letter abbreviation for the state.
28-33	<b><u>TOTAL NUMBER OF VEHICLE RENTALS</u></b> Enter the numeric value including comma(s).
34-38	<b><u>NUMBER OF ECONOMY CAR(S)</u></b> Enter the numeric value including comma(s).
39-43	<b><u>NUMBER OF COMPACT CAR(S)</u></b> Enter the numeric value including comma(s).

## **U.S. GOVERNMENT CAR RENTAL AGREEMENT**

### **ATTACHMENT E (contd.)**

- 44-48      NUMBER OF MID SIZE CAR(S)  
Enter the numeric value including comma(s).
- 49-53      NUMBER OF FULL SIZE CAR(S)  
Enter the numeric value including comma(s).
- 54-58      NUMBER OF MINI-VANS  
Enter the numeric value including comma(s).
- 59-63      NUMBER OF OTHER CLASS VEHICLE(S)  
Enter numeric value including comma(s).
- 64-75      TOTAL REVENUE OF GOVERNMENT RENTALS  
Enter the numeric value including comma(s).
- 76-80      AVERAGE NUMBER OF DAYS RENTED  
Enter numeric value including decimal point. (Carry out to two decimal places.)
- 81-83      AVERAGE NUMBER OF MILES/KILOMETERS  
DRIVEN PER DAY  
Enter numeric value including decimal point. (Carry out to two decimal places.)